



PHIL BREDESEN
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
DIVISION OF SPECIAL EDUCATION
5TH FLOOR, ANDREW JACKSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0380

TIMOTHY K. WEBB, Ed.D.
ACTING COMMISSIONER

BOARD OF EDUCATION

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this _____ day of _____ by and between the _____ Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at _____ Tennessee and _____ (hereinafter known as **SERVICE PROVIDER**) with its principal office in _____.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **SERVICE PROVIDER** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SERVICE PROVIDER** for the consideration hereinafter names, agree as follows:

1. **BOARD OF EDUCATION** shall pay the tuition and other services agreed upon for the child(ren) (**# of children** _____) enrolled by **SERVICE PROVIDER** not to exceed _____ per child. Payment shall be made upon receipt of a performance of services invoiced.
2. **SERVICE PROVIDER** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,

- i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.
- 3. The staff of the **BOARD OF EDUCATION** may inspect the **SERVICE PROVIDER'S** facility and confer with the **SERVICE PROVIDER'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
- 4. This Agreement is contingent on the following:
 - a. **SERVICE PROVIDER'S** program is appropriate in relation to the needs of the individual child to be enrolled.
 - b. **SERVICE PROVIDER'S** facility is approved / licensed by the appropriate agency of the State of Tennessee, or in the state in which the facility is located and continues to maintain such approval/licensure for the term of the Agreement.
 - c. **SERVICE PROVIDER'S** facility provides an educational program for at least 180 days per year.
- 5. **SERVICE PROVIDER** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SERVICE PROVIDER** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SERVICE PROVIDER**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
- 6. **SERVICE PROVIDER** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. [§ 40-39-202](#).

7. **SERVICE PROVIDER** herein agrees to hold **BOARD OF EDUCATION** harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child, except when such injuries or damages arise in the acts of negligence of **BOARD OF EDUCATION**. Any obligation of **SERVICE PROVIDER** to indemnify and hold **BOARD OF EDUCATION** harmless is limited to the terms of **SERVICE PROVIDER'S** liability insurance.

8. The term of this agreement is from _____ to _____.

IN WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

Director of Schools (BOARD OF EDUCATION)

Date

Director of Schools (SERVICE PROVIDER)

Date

Commissioner of Education

Date



CONTRACTUAL AGREEMENTS

SYSTEM _____

CONTRACT AGENCY _____

THE FOLLOWING CONTRACTUAL COMPONENTS ARE PRESENT:

1. ☐ Contracting parties are clearly specified
- ☐ Correct legal authority is given
 - a. ☐ T.C.A. 49-10-701 . . . Private Institution
 - b. ☐ T.C.A. 49-10-107 & T.C.A. 49-10-305 School System
2. ☐
3. ☐ Amount and provision for payment given
4. ☐ Number of children to be served
5. ☐ Procedures for IEP development
6. ☐ Progress reports (6 or 9 weeks)
7. ☐ Attendance reports (20 days)
8. ☐ Procedure for IEP program changes or termination of program
9. ☐ Inspection of facility

AGENCY ASSURANCES

10. ☐ Appropriate program available
11. ☐ School year of 180 days
12. ☐ Non-discrimination in employment
13. ☐ Availability of rights and privileges explained
14. ☐ Hold harmless clause
15. ☐ Criminal History Check
16. ☐ Beginning and ending dates of contract